

Schedule of Services

Facility Management

Pacific Bell makes available the following services:

1) Facility Management:

- a) Provide Client Service Center single point of contact (24 hours, 7 days) for all building maintenance and client request needs.
- b) Provide Service Technician to perform client requested work and non-landlord provided maintenance. Service to be provided on a least cost basis through outside contractors or Pacific Bell service technicians.
- c) Interface with landlord to follow up on landlord provided building service issues referred to the Client Service Center.
- d) Facility Management Pricing:

Service	Rate	Comments
Client Service Center	\$500 / month	Pricing is based on the following scale. (See Note 1 below): 001-100 calls/mo. = \$500/mo. 101-250 calls/mo. = \$1,250/mo. 251-500 calls/mo. = \$2,500/mo. 501-1000 calls/mo. = \$5,000/mo.
Client Request Work	\$71 / hr. / Building Specialist	Non-emergency straight time rate; excludes materials. (See Note 2 below)

NOTE 1: Until an average monthly call rate history can be determined for Client's locations, the lowest base fee (\$500/month) will be charged. Client calls will be monitored on a quarterly basis to determine if adjustments should be made due to increased volumes. Pacific Bell's Facility Maintenance Group will work with Client's finance staff in accounting for quarterly true ups to capture actual costs.

NOTE 2: Client request work will be provided on a "least cost basis" through pre-qualified outside contractors or Pacific Bell Technicians. Pacific Bell CRE technicians will be billed according to transfer pricing guidelines. The current Pacific Bell transfer pricing labor rate averages \$71 / hour plus materials for non-emergency straight time work. Premium time will be billed at time and one half.

2) Site Management:

- a) Provide site security surveys, and access control systems (keys and cores, and/or other access control systems) as appropriate. Services to be provided as requested, and site management will work with the landlord where appropriate.
- b) Provide assistance in preparation and on-going administration of fire / life safety programs, including hazardous material management if required.

c) Site Management Pricing:

Service	Rate	Comments
Site Management Consultation	\$93 / hr. / Sr. Site Mgr.	Consultation to scope and develop site plan. Can be priced on a "per project" basis, subject to true-up of actual hours spent vs. monthly amount billed.
Site Management Services	\$83 / hr. / Site Mgr.	On-going administration of site plan. Can be priced on a "per project" basis, subject to true-up of actual hours spent vs. monthly amount billed.

Note: Hourly rate above is the average "fully loaded rate" billed through transfer pricing. Actual rates may vary slightly, depending on actual salary rates for Site Managers.

3) Real Property Encompassed Under This Schedule:

- a) Facility Management: Facility Management is non discretionary service based on monthly billing for projected call volumes at locations identified in Work Orders.
- b) Client Request Work: This is a Client discretionary service, with costs based on specific project requirements.
- c) Site Management: This is a Client discretionary service, with costs based on specific project requirements.

Attachment 5.A.18

TRANSFER PRICING: CANCELLATION OF SCHEDULE

May 6, 1997

TO: Raouf Ibrahim - Pacific Bell Communications
5850 West Las Positas Blvd., Room 147
Pleasanton, CA 94588

This is to inform you that effective December 31, 1996, the following Schedule is cancelled due to: Legal Restrictions - service can no longer be provided.

Schedule Number:	TC-29-051
Service Name:	CIC Identification Service

If you have any questions, please call me at (510) 823-5452.



Marie Shim
Transfer Pricing Administrator

Service Name: CIC Identification Service

Schedule No: TC-29-051

Manual No.: 29.47

**General Administrative Services Agreement
between Pacific Bell and Pacific Bell Communications**

Date Prepared: 10/14/96

Page 1 of 2

I. Commencement Date: March 1, 1996

Duration of Schedule: Initial term of one (1) year and shall continue thereafter until terminated as provided herein.

Termination: The canceling party shall provide thirty (30) days prior written notice to other party.

II. Description: This service includes the expenses of individual employees from any organization within Pacific Bell who performs work to replace CIC 372 with the CIC 9000. Work is to be completed without service interruptions or customer complaints.

III. Prices:

Allocator: Not Applicable.

Direct Expenses: All expenses associated with this project will be identified and billed directly to the client. Tracking code 8NY has been assigned.

Investment Intensive: Not applicable.

IV. Ordering/Performance Criteria:

Ordering: The Service is provided upon request.

V. Special Terms and Conditions:

Not Applicable

42 cc MS - SKV

SERVICE CONTRACTS (SCHEDULES): Pacific Bell Communications

San Ramon, February 24, 1997

To: Bob R. Lee

Your organization is currently providing services to Pacific Bell Communications under the following service contract (Schedule):

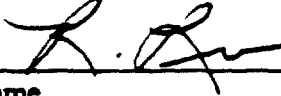
TC-29-051 (CIC Identification Service)

Under the 1996 Telecommunications Act we can provide these services to Pacific Bell Communications only if we, Pacific Bell, are willing to provide these services to third parties under the same rates, terms and conditions. In addition, the Accounting Safeguards Docket (No. 96-150) requires that we make available for public inspection, on the Internet, by March, 3, 1997, descriptions of all service provided by Pacific Bell to Pacific Bell Communications.

To comply with these two requirements, we need to hear from you no later than Wednesday, February 26, 1997. If you have questions, please call Liz Burd or Carol Motte. Both Liz and Carol can be reached at (415) 542-0586.

SIGN OFF MUST BE AT VICE PRESIDENT LEVEL

I want to continue providing this service to Pacific Bell Communications and I am willing to provide these services to third parties under the same rates, terms and conditions.

	PRESIDENT, BUSINESS	2/27/97
Name	Title COMMUNICATIONS SERVICES	Date

I am not willing to provide these services to third parties under the same rates, terms and conditions. Please cancel this service.

_____	_____	_____
Name	Title	Date

Service Name: CIC Identification Service

Schedule No: TC-29-051

Manual No.: 29.47

General Administrative Services Agreement

Date Prepared: 10/14/96

between Pacific Bell and Pacific Bell Communications

Page 2 of 2

VI. This Schedule No. TC-29-051 incorporates by reference the provisions of the General Administrative Services Agreement between the parties hereto referenced above.

PACIFIC BELL

Approved By:

Print Name:

Title:

Date:

PACIFIC BELL COMMUNICATIONS

Approved By:

Print Name:

Title:

Date:

Oct 15, 1996

11/1/96

Attachment 5.A.19

Service Name: Engineering Services

Schedule No: TC-32-038

Effective Date: 1/16/96

Manual No.: 32.34FC

**General Administrative Services Agreement
between Pacific Bell and Pacific Bell Communications**

Page 1 of 2

- I. Commencement Date:** January 16, 1996
Duration of Schedule: Initial term of one year
Termination:

The canceling party shall provide thirty days prior written notice to other party.

This service does involve maintaining the client's materials.

Disposition of Services/Products relating to the Schedule shall be arranged between the parties prior to the termination date. Both parties agree to cooperate with each other to prevent service interruption or other interference with the orderly conduct of their business.

II. Description:

Engineering and support for site preparation and equipment installation for client.

III. Prices:

The actual hours providing the services shall be used to bill direct expenses to the client company. The hours will also be identified via tracking code.

Direct Expenses:

In addition, the following expenses are 100% billable. These direct expenses shall include but not be limited to the following:

- Salaries and Wages
- Travel expenses and Airfare
- Additional expenses incurred solely on behalf of client or associated with special projects or requests from contracting party.

Investment Intensive: Not Applicable

Service Name: Engineering Services

Schedule No: TC-32-038

Modification No: 1 **Effective Date:** 2-1-95

Manual No.: 32.41MP

General Administrative Services Agreement

between Pacific Bell and Pacific Bell Communications

Page 1 of

I. Commencement Date: August 1, 1995

Duration of Schedule: Initial term of one year

Termination:

The canceling party shall provide thirty days prior written notice to other party.

This service does involve maintaining the client's materials.

Disposition of Services/Products relating to the Schedule shall be arranged between the parties prior to the termination date. Both parties agree to cooperate with each other to prevent service interruption or other interference with the orderly conduct of their business.

II. Description:

MARKET PRICED

Engineering and support for site preparation and equipment installation for Pacific Bell Communications.

III. Prices:

MARKET PRICED

The Market Price of \$87.00 was developed in May, 1996 for Project Management and Engineering/Construction Management. On an annual basis, this price will be adjusted according to the California Consumer Price Index (CPI) and will remain in effect until another Market-based Pricing Study indicates that a price change is required pursuant to Pacific Bell's policies and guidelines.

Documents supporting the CPI adjusted annual Market Price will be kept on file to form part and parcel of this Schedule.

The Market Price will be used to bill the hours for services described under the "Description of Services" category. The hours will be identified via tracking code PBC.

Service Name: Engineering Services

Schedule No: TC-32-038

Modification No: 1

Effective Date: 2-1-95

Manual No.: 32.41MP

General Administrative Services Agreement

between Pacific Bell and Pacific Bell Communications

Page 2 of 3

There are no allocated expenses.

Direct Expenses:

In addition, the following expenses are 100% billable. These direct expenses shall include but not be limited to the following:

- Salaries and Wages
- Travel expenses and Airfare
- Additional expenses incurred solely on behalf of Pacific Bell Communications or associated with special projects or requests from contracting party.

IV. Ordering/Performance Criteria:

Ordering:

The service is provided on a continuous basis.

The client company shall initiate written requests thirty (30) days prior to the commencement of Services.

Client company will initiate written requests, within five (5) business days of oral notification to cancel specific requests. Client company will be charged for all costs incurred due to cancellation of the requested service.

V. Special Terms and Conditions:

All special terms and conditions shall be detailed in a document.

Service Name: Engineering Services

Schedule No: TC-32-038

Modification No: 1

Effective Date: 2/1/95

Manual No.: 32.41MP

General Administrative Services Agreement

between Pacific Bell and Pacific Bell Communications

Page 3 of 3

VI. This Schedule No. TC-32-038 incorporates by reference the provisions of the General Administrative Services Agreement between the parties hereto referenced above.

PACIFIC BELL

Approved By:

Print Name:

Title:

Date:

Tess Leung

Staff Manager

10/17/96

PACIFIC BELL COMMUNICATIONS

Approved By:

Print Name:

Title:

Date:

THOMAS A. TJO

Vice President

11/1/96

Attachment 5.A.20

TRANSFER PRICING, CANCELLATION OF SCHEDULE/MANUAL

Date August 1, 1996

To Darius Brown
5850 West Las Positas Blvd.
Pleasanton, CA 94588

This is to inform you that effective August 1, 1996, the following Schedule and/or Manual is cancelled:

Service Name: PBNet TC-33-040

Service has been cancelled due to: Employees no longer collocated, service is not needed

Shoul you have any questions regarding this action, please give me a call on
510-901-94442.

Susan Hartford

Service Name: PBNET - Collocated Employees Services

Schedule No: TC-32-040

Manual No.: 32.28

General Administrative Services Agreement
between Pacific Bell and Pacific Bell Communications

Date Prepared: 1/8/96

Page 1 of 2

- I. **Commencement Date:** January 16, 1996
Duration of Schedule: Initial term of one (1) year.
Termination: The canceling party shall provide sixty (60) days prior written notice to other party.
- II. **Description:** The Pacific Bell Network (PBNET) is a fiber network built to connect all ten LATAs within the state utilizing carrier systems to reduce the need for IEC interlata services. This service includes access to PBNET voice and private (data) lines only, and any work performed to support PBNET.

This service also includes repair and maintenance of the plant investment. It excludes Internal Telecommunication Services (formerly known as OCS) which is covered under a separate schedule. (ITS is responsible for circuit order negotiation, service order input, installation and maintenance.)

III. **Prices:**

Allocator: The total number of client collocated employees to the total number of employees for all contracting parties shall be used to allocate the primary expenses of the PBNET plant investment for Voice and Data.

Direct Expenses: Work in support of the network will be allocated by the IFS and billed as direct using the total number of Pacific Bell Communications collocated employees to the total number of employees for all contracting parties. The project tracking code used by IFS to capture costs is "ZPQ".

Investment Intensive: This service is investment intensive.

IV. **Ordering/Performance Criteria:**

Ordering: The Service is provided on a continuous basis.

Performance: The Pacific Bell PBNET Senior Engineer shall be responsible for reviewing the service annually, or sooner if major changes occur, to determine if changes to the service are needed.

In addition, the PBNET Senior Engineer shall be responsible for maintaining and tracking the on-going cost of the PBNET plant investment. The PBNET Senior

Service Name: PBNET - Collocated Employees Services

Schedule No: TC-32-040

Manual No.: 32.28

General Administrative Services Agreement

Date Prepared: 1/8/96

between Pacific Bell and Pacific Bell Communications

Page 2 of 2

Engineer shall notify and forward any changes to any of the aforementioned information to the Network Technology Transfer Pricing Administrator

Pacific Bell Communications will have access to PBNET for the sole use of accessing the Pacific Bell Voicemail Network for those employees that are located in Pacific Bell buildings. This includes Pacific Bell owned and leased facilities.

V. Special Terms and Conditions:

Only those employees of client that are collocated in Pacific Bell buildings may use this service.

VI. This Schedule No. TC-32-040 incorporates by reference the provisions of the General Administrative Services Agreement between the parties hereto referenced above.

PACIFIC BELL

Approved By:

Print Name:

Title:

Date:

J. A. Jenkins
J. A. JENKINS
DIRECTOR
1/9/95

PACIFIC BELL COMMUNICATIONS

Approved By:

Print Name:

Title:

Date:

Betty J. Bernard
B. J. BERNARD
PRESIDENT & C.O.O.
1/15/96

Service Name: **Property Management Facility and Site Management**

Schedule No. **TC-16-049**

Effective: 8/1/96

Manual No. **16.04**

General Administrative Services Agreement

between **Pacific Bell** and **Pacific Bell Communications**

Page 3 of 3

- V. This Schedule No. TC-16-049 incorporates by reference the provisions of the General Administrative Services Agreement between the parties hereto referenced above.

PACIFIC BELL

Approved By: 

Print Name: **M. J. Cochrane**

Title: **Vice President**

Date: 9-4-96

PACIFIC BELL COMMUNICATIONS

Approved By: 

Print Name: **B. J. Bernard**

Title: **President**

Date: 9/10/96

Attachment 5.A.21

Service Name: Statewide Line Engineering Consulting Services

Schedule No: TC-32-057

Manual No.: 32.44

**General Administrative Services Agreement
between Pacific Bell and Pacific Bell Communications**

Page 1 of 2

I. Commencement Date: February 1, 1997

Duration of Schedule: Initial term of one year and shall continue thereafter until terminated as provided herein.

Termination:

The canceling party shall provide thirty days prior written notice to other party.

II. Description:

Statewide Line Engineering Consulting Services shall provide advice and counsel on placement of equipment within the building, environmental requirements, type of power equipment and provide specifications, associated Pacific Bell interoffice facilities requirements and T base drawings for floor, cabling, lighting, grounding plan, etc.

III. Prices:

Pre-Allocator: Not Applicable

Allocator: Not Applicable

Direct Expenses:

All services provided exclusively for the contracting party will be billed 100%. In addition, the following expenses are 100% billable.

These direct expenses shall include but not be limited to the following:

- Salaries and Wages
- Travel expenses and Airfare
- Additional expenses incurred solely on behalf of Pacific Bell Communications or associated with special projects, or requests from contracting party.

Investment Intensive: Not Applicable

Service Name: Statewide Line Engineering Consulting Services

Schedule No: TC-32-057

Manual No.: 32.44

**General Administrative Services Agreement
between Pacific Bell and Pacific Bell Communications**

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IV. Ordering/Performance Criteria:

Ordering:

The service is provided upon request.

The client company shall initiate written requests thirty (30) days prior to the commencement of Services.

Client company will initiate written requests, within five (5) business days of oral notification to cancel specific requests. Client company will be charged for all costs incurred due to cancellation of the requested service.

Performance: Not Applicable

V. Special Terms and Conditions:

All special terms and conditions shall be agreed by both parties.

VI. This Schedule No. TC-32-057 incorporates by reference the provisions of the General Administrative Services Agreement between the parties hereto referenced above.

PACIFIC BELL

Approved By: B. L. Daily

Print Name: B. L. Daily

Title: District Manager

Date: 5-2-97

PACIFIC BELL COMMUNICATIONS

Approved By: S. M. Grimm

Print Name: S. M. Grimm

Title: CHIEF ENGINEER

Date: 4-18-97

